

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NORTH CAROLINA  
SOUTHERN DIVISION  
No.: 7:22-CV-64

NOEL E. STEVENSON,	)	
Plaintiff,	)	
	)	
v.	)	
	)	<b>COMPLAINT</b>
	)	
LIFE INSURANCE COMPANY	)	
OF NORTH AMERICA,	)	
Defendant.	)	
_____	)	

**COMPLAINT**

1. Plaintiff, Noel E. Stevenson (hereinafter “Stevenson”), is a citizen and resident of Wilmington in New Hanover County, North Carolina.

2. Plaintiff Stevenson was employed as an auto finance sales representative by Citizens Bank, N.A. (hereinafter “Citizens Bank”).

3. As an employee of Citizens Bank, Plaintiff Stevenson was covered under the Citizens Bank Long Term Disability Plan (hereinafter the “LTD Plan”) under a group long term disability policy No. FLK-0980138.

4. Upon information and belief, Defendant Life Insurance Company of North America (hereinafter “LINA”) is a properly organized business entity organized and existing under the laws of the State of Pennsylvania.

5. Upon information and belief, the LTD Plan group long term disability policy No. FLK-0980138 (hereinafter the “LTD Policy”), is a bona fide employee benefit covered under Section 502(a) of the Employee Retirement Income Security Act of 1974 (“ERISA”).

6. Upon information and belief, the Plan Administrator of the LTD Plan is Citizens Bank (hereinafter “LTD Plan Administrator”).

7. Upon information and belief, the LTD Plan Administrator has totally delegated the function of determining disability under the LTD Plan to Defendant LINA.

8. Upon information and belief, Defendant LINA is a fiduciary of the LTD Plan.

9. Upon information and belief, the LTD Plan provides that Defendant LINA has the authority to accept applications under the LTD Plan, to allow benefits under the LTD Plan, to deny benefits under the LTD Plan, and to terminate benefits under the LTD Plan.

10. Upon information and belief, Defendant LINA makes the benefit determinations for the LTD Plan at issue in this claim.

## **JURISDICTION AND VENUE**

11. This court has jurisdiction to hear this claim pursuant to 28 U.S.C. § 1131, in that the claim arises under the laws of the United States. Specifically, Plaintiff Stevenson brings this action to enforce his rights under ERISA, 28 U.S.C. § 1132. Venue in the Eastern District of North Carolina is appropriate because the employee lives in this district, because Defendant LINA does business in this district, and many of the actions complained of occurred in this district.

## **FACTUAL SUMMARY**

12. At all times relevant to this action Plaintiff Stevenson was a covered beneficiary under the LTD Policy he received as an employee benefit under his employment with Citizens Bank.

13. Upon information and belief, Defendant LINA is obligated to furnish long term disability benefits (hereinafter “LTD Disability Benefits”) to qualified LTD Plan beneficiaries according to the terms of the LTD Policy.

14. Plaintiff Stevenson worked as auto finance sales representative at Citizens Bank until November 4, 2019.

15. On November 4, 2019, Plaintiff Stevenson became disabled under the terms of the LTD Plan due to accident and/or sickness and subsequently submitted a claim for LTD Disability Benefits to Defendant LINA.

16. Defendant LINA processed Plaintiff Stevenson's claim for LTD Disability Benefits and denied his claim for LTD Disability Benefits.

17. Plaintiff Stevenson pursued administrative remedies under the LTD Plan and timely submitted further medical and vocational evidence demonstrating that he met the LTD Plan's definition of "disability", and that he was entitled to LTD Disability Benefits under the terms of the LTD Plan from November 4, 2019 to the present.

18. Defendant LINA was furnished unrefuted medical documentation that Stevenson suffered from an injury and/or sickness that disabled him from November 4, 2019 to the present.

19. Plaintiff Stevenson has exhausted his administrative remedies and his claim is ripe for judicial review pursuant to 29 U.S.C. § 1132.

20. Defendant LINA has wrongfully denied LTD Plan benefits to Plaintiff Stevenson in violation of the LTD Plan and ERISA for the following reasons:

- a. Plaintiff Stevenson was disabled under the LTD Plan in that he was unable to work and met the definition of "disabled" under the LTD Plan from November 4, 2019 to the present;
- b. Defendant LINA failed to afford Plaintiff Stevenson a full, fair and impartial review of his disability benefits claim.

WHEREFORE, Plaintiff Stevenson prays that the court:

1. Grant Plaintiff Stevenson declaratory and injunctive relief finding that he is entitled to LTD Disability Benefits under the terms of the LTD Plan since November 4, 2019, and that Defendant LINA be ordered to pay all benefits according to the terms of the LTD Plan;
2. Enter an Order awarding Plaintiff Stevenson all reasonable attorney's fees and expenses incurred as a result of Defendant LINA's wrongful denial; and
3. Enter an award for such other relief as may be just and proper.

This, the 20<sup>th</sup> day of April 2022.

**JONATHAN P. MILLER**

**/s/Jonathan P. Miller**

Jonathan P. Miller

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